

Central Clinton CSD

SEIU #199 (Custodians)

7/1/2006

6/30/2007

CENTRAL CLINTON CSD / 06-07  
SEIU #199 (CUSTODIANS)

**CENTRAL COMMUNITY  
SCHOOL DISTRICT  
OF  
CLINTON COUNTY**

**AND THE  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL #199**

**CUSTODIANS  
MASTER CONTRACT**

**2006-07**

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## **AREA I: RELATIONSHIPS**

### **Article 1: UNION RIGHTS**

The Union shall have the right to hold meetings on school district property after regular school hours, provided that such meetings in no way interfere with any aspect of the instructional or activity program. Any out-of-pocket expenses to the district resulting from such meetings will be borne by the Union, as appropriate, and within the provisions of school district policy. Such meetings will be scheduled with the building principal where they shall be held and subject to his/her approval.

The Union shall be provided with bulletin board space in each school.

### **Article 2: EMPLOYER RIGHTS**

The Board of Directors of the Central Community School District shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the Central Community School District.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.

5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Central Community School District operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Central Community School District.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Board of Directors of the Central Community School District by law.

### **Article 3: PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the district payroll officer shall deduct from the salary of said employee and make appropriate remittances for:

Tax Sheltered Annuities: A program of payroll deductions shall be maintained by the school district. The addition of any new insurance company, after September 1, 1975, shall be subject to the approval of the Board.

Gateway United Fund: A program of payroll deductions shall be maintained by the school district for any employee who may wish to authorize this deduction.

Personal Insurance: A program of personal insurance deductions for auto, household and

life is presently being conducted by the Board. No insurance deductions may be made unless specifically granted under an approved Board program.

Union Dues: The amount of the deduction will be determined by the Union and submitted to the payroll department by November 10. The deductions will be made on a monthly basis for no longer than 12 months.

The Union agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all other payroll deductions now or ever placed in effect.

#### **Article 4: SAFETY PROVISIONS**

The employer shall endeavor to provide and maintain a safe place of employment. All employees shall endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.

## **AREA II: PROCEDURES**

#### **Article 5: VOLUNTARY TRANSFERS**

Employees who desire a transfer to another building

may file a written request with the Superintendent of Schools on such form as may be provided by the employer. The application shall be reviewed by the Superintendent and will be submitted to the Board of Directors for their consideration.

The Employer will announce, by notification on the bulletin boards, the known existing full-time openings for non-certificated employees as they occur. The openings shall be listed by location with qualifications for position. The employee will have no longer than fourteen (14) days within which to respond to posted openings with a written request for a voluntary transfer.

During the summer months, known existing full-time openings for non-certificated employees that will be available for the following school year will be posted in the buildings and a list of such openings will be provided to the employee upon their request.

If more than one employee applies for the same position under the above conditions, the determination of the successful candidate shall be made by using the following criteria in the order listed:

1. The skill, ability and competence of the employee.
2. Years of service in the Central Community School District.

When an outside applicant and a current employee are considered to be equally qualified, as determined by the district, for a position, preference shall be given to the current employee.

#### **Article 6: INVOLUNTARY TRANSFERS**

Involuntary transfers, between buildings, shall not be made for arbitrary and capricious reasons.

The principal of the building in which the employee works shall notify the employee in writing of the pending transfer and the reasons.

Transfers which have been initiated by the employer after the beginning of a contract year will not be effective until written notification, including the reasons, has been made to the employee, and a personal conference has been held between the employer and the employee.

At the end of the contract year in which the involuntary transfer occurred, the employee may, with administrative approval:

1. Revert back to their original position for the next contract year.
2. Remain in the new position for the next contract year, subject to the mutual agreement of the employee and the administration.

#### **Article 7: STAFF REDUCTION**

When, in the sole, exclusive and final judgment of the Board of Education of the Central



Community School District, decline in enrollment, reduction of program or any other reason requires reduction in staff, the administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality educational program possible, the administration shall base its decision to retain employees on the following criteria, in the order listed:

1. Years of service in the Central Community School District.

## **Article 8: GRIEVANCE**

SECTION 1. A grievance is defined as an alleged violation of a specific article or section of this agreement.

SECTION 2. (a) The Union and every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.

(b) The failure of an employee to act on any grievance within the prescribed time limits, will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(c) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee.

### SECTION 3. (a) First Step:

An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and the building administrator or supervisor within five (5) school days of the occurrence of the grievance.

#### b) Second Step:

If the grievance cannot be resolved informally, the aggrieved shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the building administrator or supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement which are alleged to have been violated, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The building administrator or supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within five (5)

school days after receipt of the written grievance.

(c) Third Step:

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved shall file, within five (5) school days of the building administrator's or supervisor's written decision at the second step, a copy of the grievance with the Superintendent or his/her designee. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or designee, who shall not be the building administrator or supervisor named as respondent to the original complaint, shall meet to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) school days of the third step grievance meeting and shall communicate it in writing to the aggrieved and the building administrator or supervisor.

(d) FOURTH STEP:

If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial binding arbitration. The aggrieved may submit, in writing, a request for binding arbitration to the Superintendent or his designee within thirty (30) days from the receipt of the answer in the third step, to enter into such arbitration. Within seven (7) days, the Public Employment

Relations Board will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The parties shall alternate who strikes first for each arbitration panel. The remaining name shall be the arbitrator.

Expenses for the arbitration shall be borne equally by the school district and the aggrieved.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the aggrieved, and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

**SECTION 4:** If any employee in the bargaining unit files any claim or complaint in any form other than under the Grievance Procedure of this agreement, then the School District shall not be required to process that same claim or set of facts through the Grievance Procedure herein established.

#### **Article 9: EVALUATION**

The employer shall have the responsibility to

establish evaluation criteria and the evaluation instrument to evaluate bargaining unit employees.

The supervisor and/or designee shall continuously evaluate the performance of the employee and shall submit such evaluations in writing to the Superintendent of Schools.

Within three (3) weeks after the beginning of the school term, the administration shall advise the custodial staff of the evaluation procedures and instrument to be used. No formal evaluation will take place until such orientation has been given. If a custodian is employed to begin work after the start of the school term, the three (3) weeks stated above will commence on the first day of employment.

The evaluator will hold a conference with the employee to provide suggestions for improvement.

The evaluator shall provide a written copy of the evaluation. If the employee disagrees with the written evaluation, the employee may submit a written evaluation reaction within five (5) school days of receipt of the written evaluation. The written reaction shall be attached to the file copy of the evaluation. Both parties must sign the evaluation and reaction.

## **Area III: EMPLOYMENT**

### **Article 10: WORK DAY**

The work day shall be established by the area Supervisor and/or by the building principal either of whom shall designate required meetings which may require the attendance of the non-certificated building staff; or by the normal extension of the school day which may occur as the result of any scheduled student activity.

Each employee who works more than four (4) continuous hours shall have included in their schedule a duty-free lunch period of at least thirty (30) uninterrupted minutes, unless an emergency situation arises.

The foregoing shall not be construed in such a way as to prohibit the Employer from directing the work of its public employees.

### **Article 11: HEALTH AND SAFETY**

Employees shall have a physical examination upon initial employment. The District shall pay up to \$50.00 for the examination after the portion covered by insurance has been paid by an insurance carrier.

### **Article 12: WORK YEAR**

The contract year for employees, other than new personnel who may be required to attend additional days of orientation, shall be established by the area supervisor or administrator.

The employee contract work year shall include those days designated in the school calendar which shall be approved annually by the Board of Education, and such other days as may be assigned.

The regular work year for custodians and mechanics shall include ten (10) paid holidays including: Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, and the Fourth of July. To be eligible for any paid holiday previously mentioned the employee must work the immediate work day before that holiday, and the immediate work day after that holiday, or have an approved absence with pay according to the provisions of this contract and established Board policies.

### **Article 13: JOB DESCRIPTION**

The Board agrees to provide job descriptions for full time and part time custodians.

### **Article 14: TEMPORARY LEAVES**

#### **SECTION 1. DEATH LEAVE**

In the case of the death of the employee's immediate family (spouse, child, step-child, adopted child, father, and mother) the employee may be granted by the Superintendent or designee up to three (3) days for the purpose of

attending the funeral. Two (2) days may be granted to attend the funeral of a brother or sister and one (1) day may be granted to attend the funeral of a grandparent, grandchild, son-in-law, daughter-in-law, uncle, or aunt. The employee shall receive no deduction for the days granted. If the additional days are needed, then good cause leave without pay may be granted.

## SECTION 2. FUNERAL LEAVE

In case of the death of any other relative or person of unusually close personal relationship not covered in the Death Leave provision, up to one day of absence may be allowed. The Superintendent, or whoever shall be his designated representative, shall have the power to extend the above provisions in any specific instance.

## SECTION 3. PERSONAL LEAVE

All regularly employed personnel of the school district will be provided four (4) days of Personal Leave without loss of salary or benefits, to be divided as follows:

### 1. Emergencies:

All regular salaried employees may be allowed up to three (3) days in any one fiscal year, without loss of salary, for emergency leave such as disaster, court subpoena, or other necessary court appearance, and other circumstances



recognized as emergencies by the Superintendent or whoever shall be his designated representative, and chargeable against this personal leave category.

2. Business:

A business leave includes absences not covered in the emergency leave provision, such as legal business, i.e., settling an estate, household moving, initial military departure of a family member, or a son or daughter graduating from college. Not more than two (2) days of business leave may be charged against this personal leave category in any one given year. (Custodians working the evening of their child's high school graduation can use their personal leave that evening.)

3. Other:

Each eligible employee may be allowed no more than one day of leave each year, at the discretion of the Superintendent or designee, which shall be of a personal nature, and necessary to the employee, and which is not covered in the personal leave categories of Emergencies, Business, and Delegated Assembly. This leave must be one which cannot be accomplished during non-school days or hours.

#### SECTION 4. EDUCATIONAL AND PROFESSIONAL

Attendance at professional meetings or visitation at other schools is permitted at full pay, if such absence is approved by the Superintendent or his designated representative. If any employee wishes to be absent from duty for a brief period to attend a professional meeting, or to visit schools, a written request for approval of such absence should be signed by the Director of Buildings and Grounds and filed with the Superintendent or designated representative at least ten (10) days prior to the first day of anticipated absence.

All requests will be acknowledged by a letter either granting or rejecting the request. Copies will be forwarded to the custodian, principal, and supervisor.

#### SECTION 5. JURY DUTY

In the absence of extraordinary circumstances, employees of the school system may be excused for jury duty with the permission of the Superintendent or designated representative. No deduction from compensation will be made during the term of jury service, provided however, that all jury fees received by such employee shall be turned over to the school district.

## SECTION 6. GOOD CAUSE

Good Cause leave, in addition to the leaves above may be granted without pay at the sole discretion of the Superintendent or designated representative.

## SECTION 7. PROCEDURE

All temporary leaves must be applied for on such form as may be provided by the employer, at least ten (10) days prior to the date of the absence whenever possible. The original request must be filed with the building principal and your Supervisor, or their designees. Final approval on the principal's or supervisor's decision and on any appeal shall rest with the Superintendent of Schools, whose decision will be rendered within five (5) days of the original request or by 2:00 PM on the day preceding the first leave day if the request has been made five (5) or less days in advance of the first day of the proposed absence.

If an employee expects to return from a temporary leave early, the employee must notify the building principal, supervisor, or their designees of the employee's intention by 2:00 PM on the day previous to the employee's return. If the employee does not give the required notification of intent to return early, and

a substitute subsequently reports for duty the following day, the substitute will be paid for an additional half day, and the pay shall be deducted from the employee's salary.

**Article 15: EXTENDED LEAVES OF  
ABSENCE WITHOUT PAY**

Employees may request extended leaves of absence without pay for a period of time not to exceed one year. An employee shall file an application with the Superintendent. The application shall be reviewed by that office and will be submitted to the Board of Directors for their consideration. Extended leaves of absence may be granted for health, professional study, military service, public office, or family responsibilities which may include child nurturing.

While on extended leave, the employee's interest in the retirement funds, accumulated sick leave and placement on the salary schedule shall be frozen. At the conclusion of the extended leave of absence the salary of the employee shall be the salary stated on the salary schedule for the step and class for which that employee was appointed at the time of the commencement of the leave.

A request for early termination of the leave agreement and a reinstatement of position must be made in writing to the Superintendent. The Employer shall reserve the right to delay reinstatement. Early reinstatement would be contingent upon an available vacancy.

An employee who is granted a leave of absence for a regular school year must indicate a desire to return prior to March 1 of the following school year. Failure of the employee to make such notification will be evidence of the employee's desire to resign.

#### **Article 16: SICK LEAVE**

1. All regularly employed 12 month personnel shall be provided with 20 days of sick leave each year of employment. This sick leave shall accumulate to a maximum of 140 days. All other employed personnel shall be provided with 15 days, which shall accumulate to a maximum of 140 days.

In any one year, up to five (5) days of the employee's sick leave may be used in the case of illness of employee's immediate family members (spouse, dependent children, parents) or a dependent family member.

All employees who are eligible for sick leave benefits will be provided with a printed summary of each year's sick leave activity on an annual basis, prior to September 15th each year.

The Board reserves the right to request a certificate of absence from a medical doctor, which shall be acceptable only if the doctor specifically recommends that the employee should not have returned to work for a medical reason and for a specific period of time.

2. An employee must report the intention to be absent from duty to the building principal, or designee, by 7:00 AM on the day of the absence. If possible, notification should be given earlier or on the previous day.

If an employee expects to return from a sick leave absence, the employee must notify the building principal, or the designee, of the employee's intention by 2:00 PM on the day previous to the employee's return. If the employee does not give the required notification of intent to return, and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay shall be deducted from the employee's salary.

3. If an employee is unable to begin service under the contract on the date on which the contract is designated to begin, the employee shall nevertheless be entitled to draw compensation for any unused sick leave accumulated from prior years of service with the district, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that actual service did not commence under this contract for the school year covered therein.

If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive.

4. All accumulated sick leave is forfeited upon the termination of employment.

**Article 17: FAMILY AND MEDICAL LEAVE ACT**

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provision of this contract diminished by the inclusion of this provision in this contract.

**Area IV: COMPENSATION AND BENEFITS**

**Article 18: SALARY SCHEDULE**

All personnel covered under the provisions of this contract shall be compensated according to the following schedule:

	2006-07 <u>Full Time</u>	2006-07 <u>Part Time</u>
1st Year	\$13.70	\$13.30/hour
2nd Year	\$13.80	\$13.40/hour

The rates in this schedule shall be applied to the first 8 hours in each work day and/or the first 40 hours in each work week. Overtime compensation shall be at 1 1/2 times the

base rate, except that time worked on Sundays and holidays shall be at 2 times the base rate.

All full time custodians shall be assigned forty hours per week.

Night Rate: Personnel assigned a normal work schedule that has one-third or more of the shift after 6 PM shall be compensated an additional \$.15/hour for the entire shift.

Uniform Allowance: All custodians will be eligible for a uniform allowance of \$110.00. Receipts must be presented to the Central Office for payment.

**Article 19: PAID VACATION PLAN**

All full time personnel covered under the provisions of this contract, who are employed for 12 months, shall be eligible to accrue a paid vacation at the end of each contract year according to the following schedule:

- 1 year .....1 week
- 2 through 7 years ..... 2 weeks
- 8 years and up ..... 3 weeks

All vacations must be taken during the summer months between the end of each school year and before the first day of school in the ensuing year, except that personnel eligible for 2 or more weeks may take no more than 1 week of their vacation during the school year. However, an additional 1 week of vacation may be granted on approval of the supervisor. It may not overlap into the Christmas season when



school is not in session except that one employee at a time may be absent during this period with the permission of the responsible supervisor. Such exceptions will be considered on a case by case basis. Each day taken must be with the approval of the building principal or his/her designee, and should not be taken when it could interfere with building activities. All vacations must be approved in advance by the Director of Buildings and Grounds. A new employee must have been employed for more than six (6) months to be eligible for one (1) week of paid vacation.

## **Article 20: INSURANCES**

1. The Board shall provide either single or family health insurance for all full time employees. The health insurance plan shall be a plan equivalent to the Wellmark Alliance Select Plan with \$500 deductible for single, \$1,500 deductible for family and \$1,000 out of pocket for single, \$3,000 out of pocket for family. A separate prescription card is included with co-payments of \$25/\$35/\$45.

2. The Board shall provide a long-term disability insurance program for all full time employees.

3. The Board shall provide single dental insurance for all full time employees.

4. The Board shall provide a life insurance policy for all 12 month employees of \$20,000 with accidental death and dismemberment.

The Board shall provide these insurance programs to all eligible full time employees effective July 1st of each contract year. Employees hired during the contract year shall have their insurance programs begin on the first day of the month following their contract date. A full time employee must work 37.5 hours per week of 5 days on a regular basis.

The Board of Education reserves the right to determine policy specifications and content, and the process of carrier selection.

## **Article 21: COMPLIANCE AND DURATION**

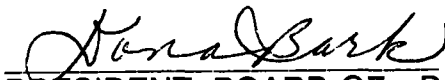
Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Copies of this Agreement shall be printed at the joint and equal expense of the Board and the Union. Sufficient copies shall be printed to provide the Union with twenty-five copies.

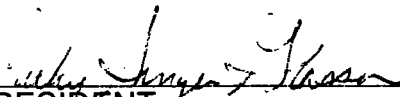
This Agreement shall be effective from July 1, 2006, and shall continue in full force and effect until June 30, 2007, provided, however, that this Agreement shall continue in effect for like periods thereafter unless either party gives the other party written notice not less than thirty (30) days prior to such expiration date or the expiration date of any renewal thereof of its desire to terminate or modify this Agreement.

This Agreement constitutes the entire agreement between the parties hereto and any modifications of this Agreement shall be in writing and duly executed by both parties hereto. Such modifications may be made at any time by mutual agreement. In the absence of such agreement, neither party hereto shall have any duty or obligation to bargain with respect to any changes, modifications, or additions to the Agreement during its life. The Board agrees to provide master contracts 30 days following completion of negotiations.

In witness whereof the parties have caused this Agreement to be signed by their respective presidents on the 7th day of June, 2006.

A handwritten signature in dark ink, appearing to read "Donald Bark", is written over a horizontal line.

PRESIDENT, BOARD OF DIRECTORS

  
PRESIDENT  
S.E.I.U LOCAL #199

  
CHAPTER PRESIDENT

  
UNION REPRESENTATIVE